

**BID OPENING**  
**CITY OF SAN JOSE**  
**OFFICE OF THE CITY CLERK**

RECEIVED  
San Jose City Clerk

**City Clerk**  
**Time Stamp**

2010 MAR -4 A 9:13

TOTAL BASE BID 331,880

ALT NO. 1 \_\_\_\_\_

ALT NO. 2 \_\_\_\_\_

ALT NO. 3 \_\_\_\_\_

Alt No. 4 \_\_\_\_\_

Alt No. 5 \_\_\_\_\_

**BID DATE: Thursday, March 04, 2010**

**Project Manager: Adolfo Alvarez ~ 535.8496**

**Traffic Light Synchronization Program:**  
**Signal Interconnect Cable (SIC) Segments**  
**Phase i**

**BIDDER NAME:** MCH Electronics

**Bond** ☒ **Cashier's Check** \_\_\_\_\_

**Addendums Included ( )** \_\_\_\_\_

**YES** ☒ **NO** \_\_\_\_\_

**NonCollusion Affidavit**

**YES** ☒ **NO** \_\_\_\_\_

# **PROPOSAL TO CITY OF SAN JOSE**

FOR

## **TRAFFIC LIGHT SYNCHRONIZATION PROGRAM: SIGNAL INTERCONNECT CABLE (SIC) SEGMENTS PHASE 1**

Name of Bidder:

The representations herein are made under penalty of perjury.

To: The City of San Jose, State of California

The undersigned, as bidder, declares that the only person or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm or corporation; that the bidder has thoroughly read and examined and has full knowledge of and understands all the provisions and contents of this proposal and the documents which must be attached hereto, the Plans approved by the Director of Public Works on September 25, 2009, entitled **TRAFFIC LIGHT SYNCHRONIZATION PROGRAM: SIGNAL INTERCONNECT CABLE (SIC) SEGMENTS PHASE 1** and the Specifications approved by the Director of Public Works on September 25, 2009, entitled **TRAFFIC LIGHT SYNCHRONIZATION PROGRAM: SIGNAL INTERCONNECT CABLE (SIC) SEGMENTS PHASE 1** on file in the office of the Director of Public Works of the City of San Jose in City Hall, San Jose, California; that the bidder has thoroughly examined said Plans and Specifications which are on file in the office of the Director of Public Works, and that the bidder has full knowledge of and understands said Plans and Specifications and the requirements thereof; and that the bidder has further read and understands, and has knowledge of the contents of any and all addenda to said Plans and Specifications on file; and that the bidder proposes and agrees, if this proposal is accepted, that the bidder will contract with the City of San Jose, in the form of the copy of the contract on file in the office of the Director of Public Works, to do all the work and furnish all materials specified or referred to in the contract, in the manner and time therein prescribed, and according to the requirements of the City or Director of Public Works as therein set forth, to furnish the contract, bonds and insurance specified in the Specifications, and to do all other things required of the Contractor by the contract; and will take in full payment therefor the following price or unit prices as shown in the Schedule of Quantities on the next page(s).

If the bidder or other interested persons is a corporation, state legal name of corporation, also names of the President, Secretary, Treasurer, and the Manager thereof; if a partnership, state the name of the partnership, if one exists, also the names of all the partners comprising the partnership; if any of the partners are individuals, state the first and last name of every individual in full, if any of the partners are corporations, state for each such corporation, the information required above of corporations; if any of the partners are partnerships, state for each such partnership the information required above of partners; if the bidder or other interested person is a joint-venture, state the name of the joint venture, also names of all joint venturers comprising the joint venture; if any of the joint venturers are individuals, state the first and last name of every individual comprising the joint venture; if any of the joint venturers are corporations, state for each corporation the information required above of corporations; if any of the joint venturers are partnerships, state for each such partnership, the information required above of partners; if bidder or other interested persons is an individual, state first and last names in full.

If bidder is an individual, the bidder's signature shall be placed below; if bidder is an individual, doing business under a fictitious name, the name of the individual followed by the words "doing business under (insert the fictitious name)" shall be set forth above, together with the signature of the individual; if bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers of the corporation, authorized to sign contracts on behalf of the corporation, the corporate title; that is Vice-President, Secretary, etc., should be placed below the name of the officer and the corporate seal affixed; if bidder is a partnership, the legal name of the partnership, if one exists, shall be set forth above, together with the signature of the partner or partners authorize to sign contracts on behalf of the partnership; if any of the partners are corporations, execution for such partners shall be accomplished

**SCHEDULE OF QUANTITIES**  
for  
**TRAFFIC LIGHT SYNCHRONIZATION PROGRAM: SIGNAL INTERCONNECT CABLE (SIC) SEGMENTS PHASE 1**

RE-BID 3/4/10

CONTRACTOR:

ITEM NO.	SPEC. SECTION	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE (\$)	EXTENSION (\$)
1	4-1.03G	UTILITY CONFLICT WORK (Revocable)	L.S.	1	\$ 5,000.00	\$ 5,000.00
2	7-1.04.2	CALTRANS ENCROACHMENT PERMIT (Minimum Amount \$3,280.00)	L.S.	1	\$ 3,500 -	\$ 3,500 -
3	8-1.10.3	ADDITIONAL POTHOLING (Revocable)	EA.	20	450 -	\$ 9,000 -
4	12-1.02B	TRAFFIC CONTROL	L.S.	1	43,500 -	\$ 43,500 -
5	12-1.02D	POLICE OFFICERS FOR TRAFFIC CONTROL (\$45 minimum per hour per officer, Revocable)	PR. HR.	80	55 -	\$ 4,400 -
6	73-1.06E	ADDITIONAL P.C.C. SIDEWALK (Revocable)	S.F.	200	15 -	\$ 3,000 -
7	86-1.03B	RECORD DRAWINGS	L.S.	1	500 -	\$ 500 -
8	86-2.05C.5	2" CONDUIT	L.F.	12,800	15 -	\$ 192,000 -
9	86-2.06	#6 PULL BOX	EA.	49	600 -	\$ 29,400 -
10	86-2.08	25 PR SIC CABLE	L.F.	13,200	3 <sup>15</sup>	\$ 41,580 -
					TOTAL PROJECT:	\$ 331,880 -

in accordance with the requirements set forth above for corporations; if any of the partners are partnerships, execution for such partners shall be accomplished in accordance with the requirements set forth above for partnership; if bidder is a joint-venture, the legal name of the joint venture, if one exists, shall be set forth above for partnerships. If signature is by an agent other than an officer of a corporation, or member of a partnership or a joint venture, a Power of Attorney must be on file with the City Clerk prior to opening bids or submitted with the bid; otherwise, the bid may, at the City's option, be disregarded as non-responsive.

If this proposal shall be accepted and the undersigned shall fail to contract, and to give the Contractor's Bond For Faithful Performance and the Contractor's Payment Bond required by the specifications and contract and by law, and to provide all insurance as required by said contract, within eight (8) days after the bidder has received notice from the City of San Jose, the City may, at its option, determine that the bidder has abandoned his/her contract, and thereupon this proposal and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the City of San Jose.

In accordance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding on contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board. Signing this Proposal on the signature portion thereof shall constitute signature of this Statement.

Accompanying this proposal are the following documents completely filled in by the bidder and the same are incorporated herein by reference;

1. Cash, a cashier's check or a certified check made payable to City, or a bidder's bond executed by an admitted surety insurer naming the City as beneficiary, in an amount equal to at least ten percent (10%) of the total amount bid including all alternatives.
2. A "List of Subcontractors".
3. A "Statement of Bidder's Experience".

City may at its option, request additional supplemental information after bid opening.

Bidder understands that the City reserves the right to reject any or all bids and to waive any informalities in the bidding.

**The undersigned, as bidder, declares that in listing subcontractors in this bid, I have not discriminated or given any preference to any firm based on race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin. I understand that any such discrimination or preference is in violation of Chapter 4.08 of the Municipal Code.**

**Execution of the Non-Collusion Affidavit constitutes execution of this Bid Proposal including the above statement of nondiscrimination and, with the exception of the Bidder's Bond or Addenda, if any, no other signatures will be required.**

# NONCOLLUSION AFFIDAVIT

Project Title: TRAFFIC LIGHT SYNCHRONIZATION PROGRAM: SIGNAL INTERCONNECT CABLE (SIC)  
SEGMENTS PHASE 1.

James Humphrey, being first duly sworn, deposes and says that he/she is  
(print name)  
the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof the effectuate a collusive or sham bid.

In accordance with Title 23, United States Code, Section 112, the bidder hereby states, under penalty of perjury, that he/she has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract. Bidders are cautioned that making a false certification may subject certifier to criminal prosecution.

**The undersigned declares under penalty of perjury that the information contained in this proposal and all accompanying documents are true and correct.**

Executed on 3/4/10

MCH Electric Inc.  
Legal Company Name

Corporation (California)  
Indicate Type of Entity: Sole Proprietorship,  
Partnership (General/Limited Partners),  
Corporation, Joint Venture, etc.

City Business Lic. No.: 1271391210  
Expiration Date: 3/15/10  
State Contractor Lic. No.: 660665  
Classification: A, C10  
Expiration Date: 2/28/10  
Federal I. D. No.: 94-3338424  
Address: 31084 S. Hwy 33  
TRACY CA 95304  
Telephone: 209-835-9755

By: [Signature]  
Title: President

## NOTARY

On March 3, 2010 before me, Jennifer James, personally appeared  
(name and title of officer)  
James Humphrey who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

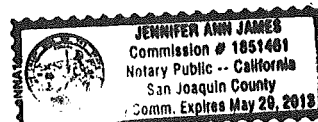
I certify under the PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Notary Public

(Seal)



# LIST OF SUBCONTRACTORS

Designation of Subcontractors as required in Section 2-1.15A of the City of San Jose Standard Specifications, July 1992.

NAME OF SUBCONTRACTOR	LOCATION OF PLACE OF BUSINESS	PORTION (DESCRIPTION) OF WORK
Precision Drilling License # 933522 class D-1	San Jose CA 1668 Tupelo Dr	Bore - 12,800 IF -

## STATEMENT OF BIDDER'S EXPERIENCE

The bidder is required to state below what work of similar magnitude or character the bidder has done, and to give reference that will enable the City Council to judge the bidder's experience, skill and business standing and of the bidder's ability to conduct the bidder's work as completely and as rapidly as required under the terms of the contract.

*Street lights - Interconnect -*

<u>PROJECT NAME</u>	<u>AGENCY/ENTITY</u>	<u>CONTRACT AMOUNT</u>
Dougherty Rd.	Shapell Homes	\$ 250,000 -
Bollinger Rd.	Shapell Homes	\$ 380,000 -
Shaefer Ranch	Discovery Builders	\$ 250,000 -
Fairfield Commons	Fairfield Corp.	\$ 577,000 -
Lowes San Jose	EMTS	\$ 675,000 -
Lowes San Jose	Arcadia	\$ 300,000 -
The Plant - San Jose	Westrust Bldgs	\$ 500,000
The Hook - Fairfield	Fairfield Corp	\$ 600,000 -

February 24, 2010

**ADDENDUM NO.1  
TO  
THE PLANS AND SPECIFICATIONS  
FOR**

**TRAFFIC LIGHT SYNCHRONIZATION PROGRAM:  
SIGNAL INTERCONNECT CABLE (SIC)  
SEGMENTS PHASE 1**

Notice is hereby given that the following revisions, additions, and/or deletions are hereby made part of and incorporated into the Plans and Specifications for Traffic Light Synchronization Program: Signal Interconnect Cable (SIC) Segments Phase 1.

**IMPORTANT**

THIS ADDENDUM SHOULD BE ACKNOWLEDGED WHEN YOUR BID IS SUBMITTED. FAILURE TO ACKNOWLEDGE THE ADDENDUM MAY CONSTITUTE GROUNDS FOR REJECTION OF THE BID.

**INSTRUCTION:**

The bidder must sign this addendum in the space provided below and return one signed copy with the bid. Failure to return the signed copy with the bid document shall not relieve the bidder of his/her obligation to include this addendum in the bid proposal.

MCH Electric Inc.  
Bidder's Name

[Signature]  
Signature and Title of the Bidder  
President

2/26/10  
Date

Approved by

[Signature]  
TIM BORDEN  
Deputy Director of Public Works

THIS ADDENDUM CONTAINS 2 PAGES

## BIDDER'S BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That we, MCH ELECTRIC, INC. as PRINCIPAL, and AMCO Insurance Company, a corporation duly organized under the laws of the State of California and duly licensed to become sole surety on bonds required or authorized by the State of California, as SURETY, are held and firmly bound unto the City of San Jose (hereinafter called the "City"), in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the City of San Jose, for the work described below; for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. In no case shall the liability of the Surety hereunder exceed the sum of 10% of Contract Bid DOLLARS (\$      ).

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the Principal has submitted the above mentioned bid to the City of San Jose, for certain construction specifically described as follows, for which bids are to be opened in the Department of Public Works, City of San Jose, City Hall, 200 E. Santa Clara St., Wing 2<sup>nd</sup> Fl., San Jose, CA 95113, on March 4, 2010 for **TRAFFIC LIGHT SYNCHRONIZATION PROGRAM: SIGNAL INTERCONNECT CABLE (SIC) SEGMENTS PHASE 1**

NOW, THEREFORE, if the aforesaid Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to Principal for signature, enters into a written contract, in the prescribed forms, in accordance with the bid, and files a Faithful Performance Bond and a Contractor's Payment Bond, and files the required insurance policies with the City, all as required by the specifications and the contract or by law, then the obligation shall be null and void; otherwise it shall be and remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

In the event suit is brought upon this bond by the Obligee and judgement is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this.

day of March 2, 2010.

PRINCIPAL

SURETY

MCH ELECTRIC, INC.

AMCO Insurance Company



Indicate Type of Entity

By [Signature]  
Title:

By [Signature]  
Title: James A. Muth  
Attorney-in-fact

By [Signature]  
Title:

By \_\_\_\_\_  
Title:

(Affix Corporate Seals)

(Attach Acknowledgments of both Principal and Surety signatures)

## Power of Attorney

KNOW ALL MEN BY THESE PRESENTS That AMCO Insurance Company, a corporation organized under the laws of the State of Iowa, with its principal office in the City of Des Moines, Iowa, hereinafter called "Company", does hereby make, constitute and appoint

JAMES A. MUTH

GREGORY ALAN WILLIAMSON

STOCKTON CA

each in his individual capacity, its true and lawful Attorney-In-Fact with full power and authority to sign, seal, and execute in its behalf any and all bonds and undertakings and other obligatory instruments of similar nature (except bonds guaranteeing the payment of principal and interest of notes, mortgage bonds and mortgages) in penalties not exceeding the sum of

ONE MILLION AND NO/100 DOLLARS

(\$ 1,000,000.00 )

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority hereby given are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the following By-Laws duly adopted by the Board of Directors of the Company.

### ARTICLE 7 EXECUTION OF CONTRACTS

"Section 7.4 Instruments Issued by the Corporation. Bonds, undertakings, and other obligatory instruments of similar nature, other than insurance policies and insurance endorsements, issued by the Corporation shall be validly executed and binding on the Corporation when signed by the President or a Vice President or by the Attorney(s)-In-Fact appointed by the President or by a Vice President."

"Section 7.5 Appointment of Agents. The President or a Vice President shall have the power to appoint agents of the Corporation, or other persons, as Attorney(s)-In-Fact to act on behalf of the Corporation in the execution of bonds, undertakings, and other obligatory instruments of similar nature, other than insurance policies and endorsements, with full power to bind the Corporation by their signature and execution of any such instrument. The appointment of such Attorney(s)-In-Fact shall be accomplished by Powers of Attorney signed by the President or the Vice President."

This Power of Attorney is signed and sealed by facsimile under and by the following By-Laws duly adopted by the Board of Directors of the Company.

### ARTICLE 7 EXECUTION OF CONTRACTS

"Section 7.6 Verifications. The Secretary, or any Assistant Secretary, is authorized to certify that any such Power of Attorney signed is validly executed and binding on the Corporation and to certify that any bond, undertaking, or obligatory instrument of similar nature, other than insurance policies and endorsements, to which the Power of Attorney is attached is and shall continue to be a valid and binding obligation of the Corporation, according to its terms, when executed by Attorney(s)-In-Fact appointed by the President or Vice President."

"Section 7.7 Use of Corporate Seal. It shall not be necessary to the valid execution and binding effect on the Corporation of any bond, undertaking, or obligatory instrument of similar nature, other than insurance policies and endorsements, signed on behalf of the Corporation by the President or a Vice President, or Attorney(s)-In-Fact appointed by the President or a Vice President, or of any Power of Attorney executed on behalf of the Corporation appointing Attorney(s)-In-Fact to act for the Corporation, or of any certificate to be executed by the Secretary or an Assistant Secretary, as hereinabove in Sections 7.4, 7.5, and 7.6 provided, that the corporate seal be affixed to any such instrument, but the person authorized to sign such instrument may affix the corporate seal. A facsimile corporate seal affixed to any such instrument shall be as effective and binding as the original seal."

"Section 7.8 Other Facsimile Signatures. A facsimile signature of the President or of a Vice President affixed to any bond, undertaking, or obligatory instrument of similar nature, other than policies and endorsements, or to a Power of Attorney signed by such President or a Vice President, as herein in Sections 7.4 and 7.5 provided, or a facsimile signature of the Secretary or of an Assistant Secretary to any certificate as herein in Section 7.6 provided, shall be effective and binding upon the Corporation with the same force and effect as the original signatures of any such officers."

"Section 7.9 Former Officers. A facsimile signature of a former officer shall be of the same validity as that of an existing officer, when affixed to any insurance policy or insurance endorsement, any bond or undertaking, any Power of Attorney or certificate, as herein in Sections 7.1, 7.2, 7.4, 7.5, and 7.6 provided."

IN WITNESS WHEREOF, the Company has caused these presents to be signed by its Vice President and its corporate seal to be hereunto affixed this 15 day of MARCH, 2008

AMCO INSURANCE COMPANY

By: *Brett Harman* Vice President

STATE OF IOWA  
COUNTY OF POLK ss

On this 15 day of MARCH, 2008 before me personally came Brett Harman, to me known, who, being by me duly sworn, did depose and say that he is Vice President of AMCO Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of said corporation, that the seal affixed to said instrument is such corporation seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he has signed his name thereto pursuant to like authority, and acknowledged the same to be the act and deed of said corporation.



Sandy Alitz *Sandy Alitz*  
Notary Public in and for the State of Iowa

### CERTIFICATE

I, the undersigned, Assistant Secretary of AMCO Insurance Company, a corporation organized under the laws of the State of Iowa, do hereby certify that the foregoing Power of Attorney is still in force, and further certify that Sections 7.4 through 7.9 inclusion of Article 7 of the By-Laws of the Company set forth in said Power of Attorney are still in force.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed the seal of the company  
this 2 day of March, 2010

07113

This Power of Attorney expires  
03/15/11



*John P. Dalaly*  
Assistant Secretary

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

San Joaquin

On

3/2/10

Date

before me,

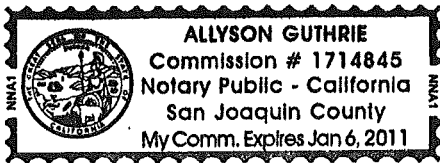
Allyson Guthrie

Here Insert Name and Title of the Officer

personally appeared

James A. Muth

Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Allyson Guthrie

Signature of Notary Public

Place Notary Seal Above

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here